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CLERK OF DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
HO \$11

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

✓ 11 RLI INSURANCE COMPANY, a
12 corporation;

13 Plaintiff,

14 v.

15 HYUNDAI MERCHANT MARINE CO.,
16 LTD., a foreign corporation;

Defendant.

CV

08 No.

MEJ

**COMPLAINT FOR NON-DELIVERY OF
OCEAN CARGO**

(\$37,654.85)

17 Plaintiff alleges as follows:

18 1. Plaintiff RLI INSURANCE COMPANY is now, and at all times material was, an
19 Illinois corporation, duly organized and existing by virtue of law, and plaintiff was the insurer of
20 the hereinafter described cargo.

21 2. Plaintiff is informed and believes and on the basis of that information and belief
22 alleges that HYUNDAI MERCHANT MARINE CO., LTD., a foreign corporation, is now and at
23 all times material was engaged in business as a common carrier for hire in international
24 commerce from Asia to the United States, in this District.

25 3. The claims alleged herein are admiralty-maritime claims within the meaning of
26 FRCP 9(h) and fall under the admiralty-maritime jurisdiction of this Court. Accordingly, this
27 Court has jurisdiction over these claims pursuant to 28 U.S.C. §1333. Defendant resides in this
28 district and venue is therefore proper under 28 U.S.C. 1391(b).

1 4. Plaintiff is informed and believes and on the basis of such information and belief
2 alleges that on or about November 26, 2006, at Kota Kinabalu, Malaysia, defendant received a
3 cargo of 1,706 crates of plywood, for carriage under bills of lading numbers
4 HDMUKKOCM6110103, HDMUKKOCM6110104, HDMUKKOCM6110127,
5 HDMUKKOCM6110125, HDMUKKOCM6110212, HDMUKKOCM6110111,
6 HDMUKKOCM6110142, HDMUKKOCM6110137, HDMUKKOCM6110122,
7 HDMUKKOCM6110113, HDMUKKOCM6110220, HDMUKKOCM6110134 and others,
8 issued by and/or on behalf of said defendant. Defendant agreed, under contracts of carriage and
9 in return for good and valuable consideration, to carry said cargo from Malaysia to Camden, New
10 Jersey, and there deliver said cargo to the lawful holder of the aforementioned bills of lading, and
11 others, in the same good order, condition, and quantity as when received.

12 6. Thereafter, in breach of and in violation of said agreements, defendant did not
13 deliver said cargo in the same good order, condition, and quantity as when received at Malaysia.
14 To the contrary, at Camden, said defendant delivered the cargo short. The reasonable value of
15 the non-delivered cargo was \$37,654.85, or another amount according to proof at trial.

16 7. Plaintiff has therefore been damaged in the sum of at least \$37,654.85, no part of
17 which has been paid, despite demand therefor.

18 WHEREFORE, plaintiff prays that this Court enter judgment in its favor and against
19 defendant; that this Court decree payment by defendants to plaintiff in the amount of \$37,654.85,
20 together with prejudgment interest thereon and costs of suit herein; and that plaintiff have such
21 other and further relief as in law and justice it may be entitled to receive.

22
23 Dated: May 21, 2008

Respectfully submitted,

24 GIBSON ROBB & LINDH LLP

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26 
27 Joshua E. Kirsch
28 Attorneys for Plaintiff
RLI INSURANCE COMPANY